

## **The complaint**

Miss N complains about the way in which National Westminster Bank Plc (NatWest) dealt with an application for a current account.

## **What happened**

On 6 April 2024, Miss N read an online article, which she said had been published by NatWest. This article suggested that NatWest was running a switching offer campaign whereby new or existing customers who switched their main current account to it would receive a joining incentive of £200.

Miss N decided to switch her account to NatWest and applied online on 6 April 2024. She said that, at the time she applied to switch her account to NatWest, she couldn't find any literature on its website to indicate that the switching offer incentive had ended. So, she expected to receive £200 on her account being successfully switched over to NatWest.

However, after Miss N's account switched over to NatWest, she wasn't paid the switching incentive. She also found out that NatWest had opened an extra current account. She said this resulted in an additional credit check, which affected her credit score. So, on 11 April 2024, she complained.

NatWest investigated what had happened and responded to Miss N's complaint on 23 April 2024. It explained that, at the time Miss N had applied to switch her account to it, the switching incentive offer had ended. And it stated the website had been updated on 2 April 2024, which was the date the campaign had been withdrawn. So, it said the website no longer showed anything to indicate the switching incentive was still active.

On the issue of an additional current account, NatWest also explained that two accounts had been opened in error because Miss N had received an email stating she hadn't completed her account switch application. So, she'd completed her application again, which had resulted in an additional account being open.

NatWest accepted that the email it had sent Miss N should have been clearer. It recognised this had caused confusion, which had led to an additional account being opened. It explained that it had closed the additional account and contacted credit reference agencies (CRA) to request that they remove the credit search. It also credited Miss N's current account with £200 as a goodwill gesture for the trouble and upset this had caused.

Miss N remained dissatisfied with NatWest's response to her complaint and referred it to our service. Our investigator looked into what had happened but didn't recommend upholding this complaint. They were persuaded that NatWest had updated online information to remove reference to the switching incentive being a live campaign before Miss N had applied for her account. And they were persuaded the compensation it had paid for the trouble and upset caused by opening a second account was fair and reasonable. So, they didn't think it needed to take any action to resolve this complaint.

NatWest accepted our investigator's view. But Miss N disagreed and asked for her complaint to be passed to an ombudsman for a final decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've read and considered all the information provided by Miss N and NatWest, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I'm sorry to hear about the difficulties Miss N experienced here. I recognise that she feels very strongly about the issues raised in this complaint. But what I need to consider here is whether I think NatWest made a mistake, or treated Miss N unfairly, such that it needs to now put things right. And, having thought carefully about everything she and NatWest have said, I've reached the same conclusions as our investigator. I appreciate Miss N will be disappointed by this outcome. But I hope she can understand the reasons behind my decision.

I can see that Miss N has provided our service with copies of online extracts, which she says indicates how NatWest has dealt with applications by other people for a current account. But this service considers complaints on an individual basis. So, it's not our role to comment on the wider issues Miss N has raised. For this reason, this complaint will only address the complaint issues that impacted on Miss N.

I've seen a press release article that was published by NatWest about its switching incentive. I understand that this is the article Miss N read and that this influenced her to switch her current account to NatWest. I'm satisfied this article was written by NatWest. So, it was responsible for the content.

The press release is dated 19 February 2024. So, it was written almost two months before Miss N read it and decided to switch her current account to NatWest. I've thought carefully about whether the content of this press release is misleading or inaccurate.

I can see that the press release Miss N saw before applying for her current account sets out the criteria a customer must meet in order to qualify for the switching incentive. NatWest doesn't dispute that, if the offer hadn't expired, Miss N would have met the eligibility criteria. And I'm satisfied that when the article was published, the content was accurate. I say this because on 19 February 2024 the £200 incentive was active.

Miss N has argued that there's a lack of transparency about the ending of the incentive offer and has suggested that the press released should have included information about the end date of the switching incentive campaign. But I'm not persuaded this renders the information presented misleading as Miss N suggests. I'll explain why.

While I accept that the end date for the campaign wasn't advertised by NatWest in its press release of 19 February 2024, it outlines in clear language that the *"offer can be withdrawn or amended at any time"*. I'm persuaded this placed the onus on a customer to satisfy themselves whether the switching incentive was still available at the time they applied to switch their current account.

The press release also contains an emboldened expiration warning under the date. This states *“Note – this switcher offer is no longer available. Refer to the NatWest website for info on switching to NatWest”*.

The screenshots of the press release that Miss N has provided to our service don't contain this warning. But these screenshots are incomplete in that they show sections of the press release. In contrast, NatWest has provided a weblink to the press release in question, which I'm satisfied is a more accurate indication of the information that Miss N would have seen at the time she applied for her account.

NatWest states the press release was updated to include the expiration warning after 5 pm on 2 April 2024 when the campaign ended, and I accept that based on the evidence I've seen.

I'm sorry to disappoint Miss N but I'm persuaded that clear information was available that ought to have made her aware that the campaign was no longer active at the time she applied for her current account. As the press release Miss N saw was almost two months old by the time she read it, she ought to have satisfied herself whether the switching incentive was still available before applying to switch her current account. I understand she didn't contact NatWest to check whether the offer was still active at the time she applied for her account. That's a step she could have easily taken.

As the press release directs a customer to NatWest's website for information on switching to it, I've carefully considered the content of its website to determine whether it's misleading.

Like our investigator I've considered archived versions of NatWest's website 21 February 2024, which is around the time the article that Miss N read was published, and 4 April 2024, which was two days before Miss N applied for the account.

NatWest's website on 21 February 2024 clearly shows that it's offering a £200 joining incentive for customers applying for an account. In contrast, the content website of NatWest's website on 4 April 2024 makes no reference to a switch incentive.

Based on the evidence I've considered, I'm satisfied that what NatWest has said about the switching incentive offer being removed from its website at 5 pm on 2 April 2024 is correct and accurate. It follows that I'm persuaded the switching incentive was no longer being advertised after that date. So, a customer accessing NatWest's website after 5 pm on 2 April 2024 wouldn't have seen anything to indicate that the switching incentive was still an active campaign.

As the switching offer was withdrawn by NatWest at 5 pm on 2 April 2024 and not showing on its website afterwards I'm persuaded it hasn't misled Miss N or presented inaccurate information to her at the time she applied for her account.

It's fair and reasonable that any application for a current account switch that was received after the date the offer ended wouldn't qualify for the £200 switching incentive. I've seen evidence showing that Miss N applied for her account with NatWest on 6 April 2024. And this explains why NatWest informed her that she hadn't qualified for the incentive. I'm satisfied it was fair for NatWest not to pay the £200 incentive. So, I'm not going to direct it to pay Miss N the incentive she'd have received had she applied for her account while the campaign was active.

I'll turn now to Miss N's complaint about the fact that NatWest opened two current accounts in error, which resulted in an additional credit search and unnecessary impact to her credit score.

NatWest has explained how a second current account came to be opened. It's stated that, after Miss N had provided identification documentation, she received an email stating she hadn't completed her application. NatWest has accepted that the email should have made clear what action was required by Miss N to continue with her application.

I'm pleased to see that NatWest has accepted that its error here caused confusion and led to a second account being opened. It's accepted that this resulted in an unnecessary hard credit search, which will have impacted Miss N's credit score.

To resolve this part of Miss N's complaint I'd have directed NatWest to put her back in her starting position by closing the additional account and asking CRAs to remove the second hard credit search. I can see it's already taken that action, which I'm satisfied is fair. Based on the evidence I've seen, I'm persuaded that NatWest's error is no longer impacting on Miss N's credit score.

I'd also have directed it to pay compensation for the trouble and upset Miss N was caused by NatWest's error. I can see that NatWest has already paid Miss N £200. It's my role to decide what's fair and reasonable in the individual circumstances of a dispute.

I recognise that it must have been very frustrating and upsetting for Miss N to learn that a second account had been opened and that this had impacted her credit score because of an unnecessary hard credit search. But I'm satisfied that the compensation already paid is a fair and reasonable outcome to this complaint. It's in line with awards made by this service in comparable circumstances. I haven't seen enough evidence to persuade me that a higher award is warranted here. So, I won't be directing NatWest to increase that award.

The final part of Miss N's complaint is about how NatWest responded to her complaint. So, I'll address that next.

We don't have the power to look at how financial businesses deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. So, even if I did think NatWest hadn't responded to Miss N's complaint properly, I wouldn't be able to uphold that element of her concerns or make an award. I can't act outside the law. But impartially I can see that NatWest responded within the eight weeks it's permitted to investigate complaints within and it addressed the issues Miss N had complained about.

I appreciate the reasons why Miss N brought this complaint to our service. But I think NatWest has acted fairly and reasonably in resolving this complaint. So, I'm not going to ask it to do anymore. It follows that I'm not upholding this complaint. This now brings to an end what we, in trying to resolve Miss N's dispute with NatWest, can do for her.

### **My final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 11 November 2024.

Julie Mitchell  
**Ombudsman**